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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re

GENERAL MOTORS CORP., et al.,

Case No. 09-50026(REG)
(Jointly Administered)

Debtors.

Chapter 11

-----X

**NOTICE OF WITHDRAWAL OF LIMITED OBJECTION OF SEVERN TRENT
DEL INC. TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN
CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY AND (II) CURE COSTS RELATED THERETO**

Pursuant to the attached Stipulation, Severn Trent Del. Inc. and certain of its affiliates and subsidiaries (collectively, "Severn Trent"), through their undersigned counsel, hereby withdraws the limited objection (the "Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto (the "Notice of Intent"), served upon Severn Trent by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed on June 12, 2009.

Severn Trent and the Debtors have agreed to resolve the dispute relating to the Cure Amount described in the Objection in accordance with the Cure Dispute Resolution Procedures previously approved by the Court.

Respectfully Submitted:

Dated: June 22, 2009

/s/ Dan Elias
Dan Elias (DE4175)

By: ELIAS GROUP, LLP
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From: Lois Goldsmith
Sent: Friday, June 19, 2009 11:13 AM
To: 'Yourchock, Kimberly A.'
Cc: Dan Elias
Subject: RE: Severn Trent Del - Withdrawal of Cure Objection
Kim,

We have reviewed the proposed language to memorialize the understanding between General Motors Corporation and Severn Trent Del. Inc. and find it acceptable. It is my understanding from my conversation with you this morning that this informal stipulation is acceptable under the terms of the Bankruptcy Court order and will serve to document the terms of the arrangement. It is also my understanding that Severn Trent Del. Inc. is to file a Notice of Withdrawal with the Bankruptcy Court with a copy of the informal stipulation attached.

If you require any additional information, please feel free to contact me.

Thanks,

Lois

Lois Goldsmith
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From: Yourchock, Kimberly A. [mailto:KYourchock@honigman.com]
Sent: Thursday, June 18, 2009 12:30 PM
To: Lois Goldsmith
Subject: Severn Trent Del - Withdrawal of Cure Objection

Lois:

Thank you for consulting with your client and getting back to me so quickly. You stated on the phone this morning that Severn Trent Del would like to opt-in to the Cure Dispute Resolution Process and is also willing to withdraw their formal objection, subject to an agreeable informal stipulation providing that all of Severn's rights are reserved with respect to the cure amount.

GM proposes the following language to memorialize the arrangement:

The purpose of this e-mail is to confirm the following understanding between General Motors Corporation and Severn Trent Del Inc. ("Contract Counterparty") in respect of Counterparty's Limited Objection of Severn Trent Del Inc. to Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto, filed on June 11, 2009 (the "Objection"). Counterparty agrees that its Objection relates to the Cure Amount only and that the resolution of such Cure Amount dispute shall be governed by the Cure Dispute Resolution Protocol, a copy of which is attached to this e-mail. Counterparty will withdraw its objection with prejudice, subject to the parties' agreement that each party's rights, claims and interests regarding the Cure Amount are reserved. Counterparty agrees that no other objections will be filed with respect to the assumption and assignment of its executory contracts with GM to Purchaser on the Closing Date.

Please review the above language and if it is acceptable, please confirm the same via return e-mail. Please do not hesitate to contact me if you have any questions or concerns.

Thanks,

Kim

HONIGMAN

Kimberly A. Yourchock

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